IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

NOTICE OF MOTION NO.935 OF 2005

IN

SUIT NO.892 OF 2005

Lachmandas Gagalmal Ghura. ... Plaintiff

vs.

Biharilal Gagalmal Ghura. ...Defendant.

Mr.Shekhar Shetye i/b. M/s.Pandya Gandhi & Co. for Plaintiff.

Mr.M.M.Vashi, for Defendant.

CORAM: D.K.DESHMUKH,J.

DATED: 5th October,2006

P.C.:-

1. It is a common ground that ad-interim order in terms of prayer clause (a) and (b) has already been granted. The defendant has no objection to confirm that ad-interim order. Therefore, interim order in terms of prayer clause (a) and (b) is granted.

2. The plaintiff prays for appointment of Receiver on the flat. The

prayer is for appointment of Receiver of 50% share in the flat. The defendant is admittedly 50% owner of the flat. In my opinion, therefore, as the defendant is admittedly 50% owner of the flat, it will not be appropriate nor practicle to appoint Receiver of 50% share as claimed by the plaintiff in the flat. There is no scope of granting any relief in terms of prayer clause (c).

Notice of motion is disposed of.